

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE FOR THE TWENTIETH
JUDICIAL DISTRICT AT NASHVILLE

STATE OF TENNESSEE,
Petitioner,

v.

DAVID SALE, individually, and as
controlling member of Bryan Chevrolet-
Chrysler-Plymouth-Dodge-Jeep and Mike
Thompson Chrysler-Dodge-Jeep,

Respondent.

ASSURANCE OF VOLUNTARY COMPLIANCE

THIS ASSURANCE OF VOLUNTARY COMPLIANCE ("Assurance") is given by DAVID SALE, individually and as controlling member of Bryan Chevrolet-Chrysler-Plymouth-Dodge-Jeep and Mike Thompson Chrysler-Dodge-Jeep of Winchester, Tennessee ("Respondent"), to PAUL G. SUMMERS, Attorney General and Reporter for the State of Tennessee ("Attorney General") on behalf of the Director of the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance ("Division").

WITNESSETH:

Some of the facts and circumstances surrounding the execution of this Assurance are as follows:

A. The Division and the Attorney General conducted an investigation of specific business practices of

Respondent. Respondent is the primary owner and investor in Bryan Chevrolet-Chrysler-Plymouth-Dodge-Jeep, Quality Chevrolet, LLC and Thompson Chrysler-Dodge-Jeep, LLC. Those dealerships were engaged in various conduct in violation of the Tennessee Consumer Protection Act of 1977 as described in the State's Complaint. Respondent David Sale was in a corporate and fiduciary position to correct or stop the practices identified in the State's Complaint against the various dealership entities. Respondent has agreed to enter into this Assurance to demonstrate to the State that he will use his best efforts to insure that the problems at the dealerships have been corrected and will not reoccur. Respondent's business practices are more fully described in the State's Petition. As a result of the investigation, the Division and the Attorney General determined that certain acts and practices of Respondent, through his car dealerships, violated the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, *et seq.* (the "Act").

B. Respondent neither admits nor denies any wrongdoing. Further, pursuant to Tenn. Code Ann. § 47-18-107(c), acceptance of this Assurance by Respondent shall not be considered an admission of a prior violation of the Act.

C. Therefore, pursuant to Tenn. Code Ann. § 47-18-107, Respondent desires to give this Assurance, and the Attorney General desires to accept it, in order to avoid the expense of litigation.

NOW, THEREFORE, acting pursuant to Tenn. Code Ann. § 47-18-107, Respondent gives, and the Attorney General accepts, the following assurances:

1. DEFINITIONS

As used in this Assurance and accompanying Agreed Order, the following words or terms shall have the following meanings:

1.1 "Assurance of Voluntary Compliance", "Assurance" or "Order" shall refer to this document entitled Assurance of Voluntary Compliance in the matter of *State of Tennessee v. David Sale, individually and as controlling member of Bryan Chevrolet-Chrysler-Plymouth-Dodge-Jeep and Mike Thompson Chrysler-Dodge-Jeep*.

1.2 "Consumer" means any person, a natural person, individual, governmental agency or entity, partnership, corporation, trust, estate, incorporated or unincorporated association, and

any other legal or commercial entity however organized.

1.4 "Division" or "Division of Consumer Affairs" shall refer to the Tennessee Division of Consumer Affairs of the Department of Commerce and Insurance.

1.5 "Respondent" shall refer to David Sale, individually and as controlling member of Bryan Chevrolet-Chrysler-Plymouth-Dodge-Jeep and Mike Thompson Chrysler-Dodge-Jeep and/or any and all officers, owners, employees, agents and representatives of David Sale.

1.6 "Petitioner", "State of Tennessee", "State" or "Attorney General" shall refer to the Office of the Tennessee Attorney General and Reporter.

1.7 "Tennessee Consumer Protection Act" or "Consumer Act" shall refer to the Tennessee Consumer Protection Act of 1977 and related statutes found at Tenn. Code Ann. §§ 47-18-101, *et seq.*

1.8 "Tennessee Motor Vehicle Commission regulations" or "Motor Vehicle regulations" shall refer to the rules and regulations relating to the Motor Vehicle Commission located at Tenn. Code Ann. §§ 55-17-101, *et seq.* and the applicable Rules of the Tennessee Motor Vehicle Commission at Chapter 0960-1, *et seq.*

2. JURISDICTION

2.1 Upon approval of this Court, the parties agree that this matter should be assigned to _____ Division of the Chancery Court, because it has matters substantially connected to the *State of Tennessee v. Quality Chevrolet-LLC, et al.*, No. _____ assigned to that Part.

2.2 Jurisdiction of this Court over the subject matter herein and over the person of the Respondent for the purposes of entering into and enforcing this Assurance and Agreed Order is admitted. Jurisdiction is retained by this Court for the purpose of enabling the State to apply such further orders and directions as may be necessary or appropriate for the construction, modification or execution of this Assurance and Agreed Order, including enforcement of compliance therewith and assessment of penalties for violation(s) thereof. Respondent agrees to pay all court costs and attorneys' fees and any costs associated with any successful petitions to enforce any provision of this Assurance and Agreed Order against Respondent.

3. VENUE

3.1 Pursuant to Tenn. Code Ann. § 47-18-107, venue as to all matters between the parties relating hereto or arising out of this Assurance is solely in the Chancery Court of Davidson County, Tennessee.

4. PERMANENT INJUNCTION

Accordingly, it is hereby agreed that upon approval of the Court, Respondent David Sale shall be permanently and forever enjoined and bound from engaging in the practices set forth herein:

4.1 Respondent shall be prohibited from directly or indirectly engaging in any misleading, unfair or deceptive acts or practices in the conduct of their business. Respondent shall be prohibited from failing to fully comply with all provisions of the Tennessee Consumer Protection Act of 1977, Tenn. Code Ann. §§ 47-18-101, *et seq.*, including but not limited to § § 47-18-104(a) and (b)(27), which prohibit unfair and deceptive acts and practices.

4.2 Respondent shall be prohibited from directly or indirectly failing to fully comply with all provisions of the Tennessee Motor Vehicle Commission rules and regulations.

4.3 Respondent shall be prohibited from directly or indirectly using or employing a chain referral sales plan in connection with the sale or offer to sell goods, merchandise or anything of value using a sales technique, plan arrangement or agreement in which the buyer or prospective buyer is offered the opportunity to purchase goods or services and in connection with the purchase receives the seller's promise or representation that the buyer shall have the right to receive compensation or consideration in any form for furnishing to the seller the names of other prospective buyers if the receipt of compensation is contingent upon the occurrence of an event subsequent to the time the buyer purchases the

merchandise or goods.

4.4 Respondent shall be prohibited from directly or indirectly adding any costs, fees, goods or services to a consumer's contract to purchase a vehicle without clearly and conspicuously disclosing each such good or service and the cost of the fee and affirmatively confirming that a consumer in fact desires such costs, fees, goods or services to be included in the contract. Without limiting the scope of this section, Respondent shall be prohibited from directly or indirectly adding any costs, fees, goods or services (except taxes, title and registration fees) to the advertised price of a vehicle unless Respondent clearly and conspicuously discloses the amount of any such costs, fees, goods or services in the initial advertised price and at the point of sale in writing that such costs, fees, goods or services are optional, and the consumer voluntarily agrees to pay such costs, fees, goods or services.

4.5 Respondent shall be prohibited from directly or indirectly selling goods or services to consumers and then failing to deliver the goods or services.

4.6 Respondent shall be prohibited from directly or indirectly misrepresenting the value of goods or services offered to consumers.

4.7 Respondent shall be prohibited from directly or indirectly representing that document fees, customer service package or any other fees or costs are required by federal, state, county or local authorities, if such is not the case.

4.8 Respondent shall be prohibited from directly or indirectly offering a prize, gift, award, cash or other incentive promotion for consumers to test drive a vehicle, if the consumer will only receive the prize, gift, award, cash or other incentive promotion if the consumer makes a purchase.

4.9 Respondent shall be prohibited from directly or indirectly offering a prize, gift, award, cash or other incentive promotion for consumers to test drive a vehicle unless all conditions, restrictions and limitations are clearly and conspicuously disclosed in the initial offer.

4.10 Respondent shall be prohibited from directly or indirectly offering a prize, gift, award or other incentive promotion unless Respondent has an alternate free method of entry and that free method of entry is clearly and conspicuously disclosed in close proximity to each reference to the prize, gift, award or other incentive offer.

4.11 Respondent shall be prohibited from directly or indirectly requesting consumers during the purchase of a vehicle or during the financing of a vehicle to sign blank forms or forms that have blanks not yet completed that will be completed at a later time. Nothing in this section shall prevent a consumer from requesting to sign a Department of Safety limited power of attorney with a blank for the name of the person representing the car dealership to transfer the title of their vehicle if the consumer elects to do so after being told they are not required to complete the form but it may prevent them from having to return to the dealership to sign an additional power of attorney to transfer the title of their vehicle. The only

information that may be left blank on the limited power of attorney form is the name of the person that the Respondent will use to transfer the titles. All other information such as the vehicle identifying information must be completed. Respondent shall be required to have any signatures correctly notarized as required by law, *i.e.*, the signature must be notarized at the time of the signature and in the presence of the consumer while signing.

4.12 Respondent shall be prohibited from directly or indirectly obtaining or requesting more "drive out" license tags from the State of Tennessee than permitted by state law. Without limiting the scope of this provision, Respondent shall be prohibited from directly or indirectly obtaining or requesting more than one drive out tag for a vehicle on a given day.

4.13 Respondent shall be prohibited from directly or indirectly failing to submit all required documentation to the State of Tennessee required to obtain a certificate of title for consumers within a reasonable time after execution of the sales contract but in no event longer than 28 days, unless the Respondent is unable to comply because (a) the title is still in the possession of the state agency or the lending institution and (b) Respondent has made appropriate, timely requests to the state agency or lending institution to receive the title. Further, without limiting the scope of this section, Respondent shall be required to take all affirmative steps to obtain and maintain appropriate drive out tags for their consumers including obtaining such tags from the clerk's office or state highway patrol, if necessary.

4.14 Respondent shall be prohibited from directly or indirectly using or employing unlicensed salespersons.

4.15 Respondent shall be prohibited from directly or indirectly commingling their vehicle stock with that of another dealership.

4.16 Without limiting the scope of paragraph 4.4, Respondent shall be prohibited from directly or indirectly charging for an optional item, good or service without clearly and conspicuously disclosing the item and its costs on the option addendum prior to the completion of the sales transaction. Without limiting the scope of this section, Respondent shall also be required to clearly and conspicuously disclose in writing to consumers that these optional items, goods or services are not required to be purchased prior to the completion of the sales transaction. As used in this paragraph, optional items shall mean goods or services which are added to vehicle prior to its retail sale.

4.17 Respondent shall be prohibited from directly or indirectly misrepresenting the nature or type of an item, good or service for which a consumer is charged. Without limiting the scope of this section, Respondent shall be prohibited from directly or indirectly referring to a "customer service package" (or term or phrase of similar import) as a "document fee", "processing fee" or "benefit package".

4.18 Respondent shall be prohibited from directly or indirectly requiring that a consumer purchase a "customer service package" when purchasing a vehicle unless the Respondent requires all consumers to purchase a "customer service package". Nothing in this paragraph shall be construed as indicating that

the State desires Respondent to charge consumers for the customer service package; any such decision is a business judgment of the Respondent.

4.19 Respondent shall be prohibited from directly or indirectly increasing the price of a vehicle to a consumer after a purchase price is offered by the Respondent and agreed to by a consumer.

4.20 Respondent shall be prohibited from directly or indirectly representing to a consumer that he/she is receiving a warranty or other guarantee if such warranty or other guarantee is invalid or unenforceable.

4.21 Respondent shall be prohibited from directly or indirectly engaging in the unlicensed sale of motor vehicles at off-site locations.

4.22 Respondent shall be prohibited from directly or indirectly refusing to cooperate with any inspection by personnel of the Motor Vehicle Commission or any other agency or entity of the State of Tennessee.

4.23 When offering a prize, gift or award to a consumer, Respondent shall be prohibited from directly or indirectly failing to fully comply with Tenn. Code Ann. §§ 47-18-120 and 124.

4.24 Respondent shall be prohibited from failing to clearly and conspicuously disclose any material previous damage to an automobile prior to selling a previously damaged automobile to a consumer where the Defendant knew or should have known of the previous damage. As used in this paragraph, material shall include, but not be limited to, any damage in excess of \$1,000.00 or more than 30% of the blue book value of the vehicle whichever is less, any prior salvage or rebuilt brands in the vehicle's title history, any damage that would alter the safe operation of the vehicle, or any damage that would alter the mechanical operation of the vehicle.

4.25 Respondent shall be prohibited from directly or indirectly misrepresenting the number of dealerships they operate.

4.26 Respondent shall be prohibited from altering any records to be provided to any financial institution or other entity for the purpose of obtaining credit or other financial approval on behalf of consumers.

4.27 Respondent shall be prohibited from directly or indirectly submitting falsified, altered or otherwise manipulated financial records or tax records to any financial institution or credit institution.

4.28 Respondent shall be prohibited from directly or indirectly representing to consumers that a vehicle has undergone certain inspections or reviews, if such is not the case.

4.29 Respondent shall be prohibited from directly or indirectly failing to explain to consumers what is actually being purchased when offering optional items such as a "customer service package" to consumers. Without limiting the scope of this section, Respondent shall be required to actually permit consumers to inspect the "customer service package" prior to purchasing the package.

4.30 Respondent shall be required to maintain reasonable and appropriate training programs and procedures to ensure that all of the injunctive provisions set forth herein are complied with and that all employees are aware of the Respondent's obligations to comply with this injunction.

6. PAYMENT OF ATTORNEYS' FEES AND COSTS TO THE STATE

6.1 Respondent shall pay the sum of One Thousand Five Hundred and 00/100 Dollars (\$ 1,500.00) to the State of Tennessee for attorneys' fees and costs of investigation, prosecution and monitoring for compliance of this matter, which may be used for consumer protection purposes at the sole discretion of the Attorney General. Said payment shall be made by providing the Attorney General or his designated representative a cashier's or certified check made payable to the "State of Tennessee - Attorney General" on the day of execution of this Assurance.

7. CIVIL PENALTIES

7.1 The Corporate Defendants in the matter of *State of Tennessee v. Quality Chevrolet-LLC, et al.* filed in Davidson County Chancery Court, No. _____ are required to pay Thirty-Five Thousand Dollars and 00/100 (\$35,000.00) as a civil penalty for violations pursuant to Tenn. Code Ann. § 47-18-108(b)(3) and Forty-Five Thousand Dollars and 00/100 (\$45,000.00) as a civil penalty to resolve Motor Vehicle Commission rule and regulation violations.

8. MONITORING AND COMPLIANCE

8.1 Upon request, Respondent agrees to provide books, records and documents to the State at any reasonable time during normal business hours, and further, to informally or formally under oath provide testimony and other information to the State relating to compliance with this Assurance. Respondent shall make any requested information available within one (1) week of the request, at the Office of the Attorney General or at any other location within the State of Tennessee that is mutually agreeable in writing to Respondent and the Attorney General. This section shall in no way limit the State's right to obtain documents, information, or testimony pursuant to any federal or state law, regulation, or rule.

8.2 The State of Tennessee has the right to test shop Respondent for the purpose of confirming compliance with this Assurance and state law. The test shoppers are not required to disclose that they are representatives of the State of Tennessee when making contact with Respondent. Further, the State of Tennessee may record any or all aspects of its visit(s) to Respondent in audio or video form without notice to Respondent. The Respondent agrees to void any sale that is commenced by a test shopper at the conclusion of the sale upon notification that it was test shopping conducted by the State.

9. PRIVATE RIGHT OF ACTION

9.1 Pursuant to Tenn. Code Ann. § 47-18-109 and 47-18-108(e), nothing in this Assurance shall be

construed to affect any private right of action that a consumer or any other person may hold against Respondent.

10. PENALTY FOR FAILURE TO COMPLY

10.1 Respondent understands that upon execution and filing of this Assurance, any subsequent failure to comply with the terms hereof is *prima facie* evidence of a violation of the Tennessee Consumer Protection Act.

10.2 Respondent understands that any knowing violation of the terms of this Assurance shall be punishable by civil penalties of not more than One Thousand Dollars (\$1,000.00) for each violation, in addition to any other appropriate penalties and sanctions, including but not limited to contempt sanctions and the imposition of attorneys' fees and civil penalties. Respondent agrees to pay all court costs and attorneys' fees associated with any successful petitions to enforce this Assurance and Order against the Respondent.

11. REPRESENTATIONS AND WARRANTIES

11.1 Respondent represents and warrants that the execution and delivery of this Assurance is its free and voluntary act, that this Assurance is the result of good faith negotiations, and that Respondent agrees that the Assurance and terms hereof are fair and reasonable. The parties warrant that they will implement the terms of this Assurance in good faith. Further, no offer, agreements, or inducements of any nature whatsoever have been made to it by the State of Tennessee, its attorney or any employee of the Attorney General's Office or the Division of Consumer Affairs to procure this Assurance.

11.2 Respondent represents that signatories to this Assurance have authority to act for and bind the Respondent.

11.3 Respondent will not participate, directly or indirectly, in any activity to form a separate entity or corporation for the purpose of engaging in acts prohibited in this Assurance or for any other purpose which would otherwise circumvent any part of this Assurance or the spirit or purposes of this Assurance.

11.4 Neither Respondent nor anyone acting on its behalf shall state or imply or cause to be stated or implied that the Attorney General, the Division of Consumer Affairs, the Department of Commerce and Insurance, The Motor Vehicle Commission, or any other governmental unit of the State of Tennessee approved, sanctioned, or authorized any practice, act, or conduct of the Respondent.

11.5 Acceptance of this Assurance by the State shall not be deemed approval by the State of any of Respondent's advertising or other business practices.

11.6 Within thirty (30) days of the entry of this Assurance, Respondent shall submit a summary of this Assurance to each of his officers, directors, employees and any third parties who act directly or indirectly

on behalf of the Respondent as an agent, independent contractor or who are involved in conducting Respondent's dealership business in Winchester, Tennessee. A full copy of the Assurance shall be provided by Respondent upon request Within forty-five (45) days of entry of this Assurance, Respondent shall provide the State with an affidavit verifying and certifying that all required persons have been supplied with a summary of this Assurance.

11.7 Respondent warrants and represents that he is the proper party to this Assurance and Order. Respondent further acknowledges that the State expressly relies upon this representation and warranty, and that if it is false, misleading, deceptive, unfair or inaccurate, the State has the right to move to vacate or set aside this Assurance and Agreed Order, and request that Respondent be held in contempt and/or Respondent's motor vehicle license revoked, if the State so elects.

11.8 David Sale represents that is the true legal name of the person entering into this Assurance of Voluntary Compliance and Agreed Order. Respondent understands that the State expressly relies upon this representation and if this representation is false, unfair, deceptive, inaccurate or misleading, the State shall have the right to move to vacate or set aside this Assurance and Agreed Order, and request that Respondent be held in contempt and/or Respondent's motor vehicle license revoked, if the State so elects.

11.9 This Assurance and Agreed Order may only be enforced by the parties hereto.

11.10 The titles and headers to each section of this Assurance are for convenience purposes only and are not intended by the parties to lend meaning to the actual provisions of the Assurance.

11.11 This document shall not be construed against the "drafter" because both parties participated in the drafting of this document.

11.12 This Assurance, Agreed Order and the Agreed Final Judgment entered in the matter of *State of Tennessee v. Quality Chevrolet, LLC, et al* constitutes the complete agreement of the parties with regard to the resolution of the causes of action that the Attorney General commenced under the Tennessee Consumer Protection Act of 1977 for the conduct described in the State's Complaint entered in the matter of *State of Tennessee v. Quality Chevrolet- LLC, et al*. This Assurance, Agreed Order and Agreed Final Judgment entered in the *State of Tennessee v. Quality Chevrolet - LLC, et al* are limited to resolving only matters set forth in the State's Complaint and Petition occurring prior to entry of this Order which could be commenced under the Tennessee Consumer Protection Act of 1977 by the Attorney General in conjunction with the Division of Consumer Affairs. Further, Respondent acknowledges that this Assurance of Voluntary Compliance in no way resolves matters pending with the Motor Vehicle Commission involving the same facts or related facts as to those set forth in the State's Complaint in the matter of *State of Tennessee v. Quality Chevrolet, LLC, et al*. Respondent understands that he must still resolve those matters with the Motor Vehicle Commission. Further, Respondent understands that resolution of those matters will require the payment of additional civil penalties for violations of the Motor Vehicle Commission Rules and Regulations.

11.13 Nothing in this Assurance shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State of Tennessee. In addition, this Assurance shall not bar the State, a District Attorney General, Motor Vehicle Commission or other governmental entity from enforcing laws, regulations or rules against Respondent, including those relating to the same facts giving rise to this Assurance.

11.14 This Assurance shall be binding and effective against Respondent upon Respondent's execution of the Assurance. In the event the court does not approve this Assurance, this Judgment shall be of no force and effect against the State of Tennessee.

11.15 Respondent has been advised of his right to legal counsel in connection with this matter. If any Respondent declines to obtain the assistance of legal counsel, that Respondent has expressly waived his right to counsel by executing this Assurance.

11.16 Nothing in this Assurance constitutes an agreement by the State of Tennessee concerning the characterization of the amounts paid hereunder for purposes of any proceeding under the Internal Revenue Code or any state tax laws.

11.17 As a result of the penalties, fines and undertakings in this Assurance, Respondent waives and will not assert any defenses Respondent may have to any criminal prosecution or administrative action relating to the conduct described in the State's Petition, which defenses may be based, in whole or in part, on the Double Jeopardy or Excessive Fines Clauses of the Constitution or principles set forth in *Hudson v. United States*, 118 S. Ct. 488 (1997), and *Austin v. United States*, 509 U.S. 602 (1993), and agrees that the amount that Respondent has agreed to pay under the terms of this Assurance is not punitive in effect or nature for purposes of such criminal prosecution or administrative action.

12. COMPLIANCE WITH ALL LAWS, REGULATIONS AND RULES

12.1 Nothing in this Assurance and Order shall be construed as relieving Respondent of the obligation to comply with all state or federal laws, regulations or rules.

13. FILING OF ASSURANCE

13.1 Upon the execution of this Assurance, the Attorney General shall prepare and file in the Chancery Court for Davidson County a Petition, Agreed Order and this Assurance for the Court's approval. Respondent hereby waives any and all rights which it may have to be heard in connection with judicial proceedings upon the Petition. Respondent agrees to pay all costs of filing such Petition, Assurance and Agreed Order. Simultaneously with the execution of this Assurance, Respondent shall execute an Agreed Order. This Assurance is made a part of and is incorporated into the Agreed Order. The Respondent agrees that it consents to the entry of this Assurance and Agreed Order without further notice.

14. APPLICABILITY OF ASSURANCE TO RESPONDENT

AND HIS SUCCESSORS

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14.1 Respondent agrees that the duties, responsibilities, burdens and obligations undertaken in connection with this Assurance shall apply to him, each of his officers, directors, managers, agents, assigns, representatives, employees, partners, subsidiaries, affiliates, parents, related entities, joint venturers, persons or other entities he controls, manages or operates, his successors and assigns, and to other persons or entities acting directly or indirectly on his or their behalf, but only with respect to the conduct of Respondent's dealership business in Winchester, Tennessee.

15. NOTIFICATION TO STATE

15.1 Any notices required to be sent to the State or the Respondent by this Assurance shall be sent by United States mail, certified mail return receipt requested or other nationally recognized courier service that provides for tracking services and identification of the person signing for the document. The documents shall be sent to the following addresses:

For the State:

Deputy Attorney General
Office of the Attorney General
Consumer Protection Division
425 Fifth Avenue North, 2nd Floor
Nashville, Tennessee 37243
(615) 741-1671

For the Respondent David Sale:

R. Wayne Peters
Gearhiser, Peters, Lockaby & Tallant, PLLC
320 McCallie Avenue
Chattanooga, TN 37402
James W. Cameron, III
Harwell, Howard, Hyne, Gabbert & Manner, PC
1800 First American Center
Nashville, Tennessee 37238

15.2 For five (5) years following execution of this Assurance, Respondent shall notify the Office of the Attorney General, in writing, at least thirty (30) days prior to the effective date of any proposed changes in its corporate structure, such as dissolution, assignment, or sale resulting in the emergence of a successor corporation or firm, the creation or dissolution or subsidiaries, or any other changes in Respondent's status of the dealerships in Winchester, Tennessee that may affect compliance with obligations arising out of this Assurance.

16. COURT COSTS

16.1 All costs associated with the filing and distribution of this Assurance and any other incidental costs or expenses incurred thereby shall be borne by Respondent. No costs shall be taxed against the State as provided by Tenn. Code Ann. § 47-18-116. Further, no discretionary costs shall be taxed to the State.